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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MASTER CUTLERY, INC.,

Plaintiff,

vs.

PACIFIC SOLUTION
MARKETING, INC.,

Defendant.

Case No. CV 13-09096-JAK (PLAx)

**FINAL CONSENT JUDGMENT
AND PERMANENT INJUNCTION
AGAINST PACIFIC SOLUTION
MARKETING, INC.**

JS-6

Hon. John A. Kronstadt

1
2 Plaintiff Master Cutlery, Inc. (“Master Cutlery” or “Plaintiff”) and
3 Defendant Pacific Solution Marketing, Inc. (“Pacific Solution” or “Defendant”)
4 (collectively “the parties”) consent and agree to the terms and conditions of this
5 Final Consent Judgment and Permanent Injunction.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS**
7 **FOLLOWS:**

8 1. The Court has personal jurisdiction over each of the parties to this
9 action. The Court also has subject matter jurisdiction over this action pursuant to
10 15 U.S.C. § 1111 *et seq.*, and 28 U.S.C. §§ 1331 and 1338. Venue is proper in
11 this Judicial District pursuant to 28 U.S.C. § 1391(b).




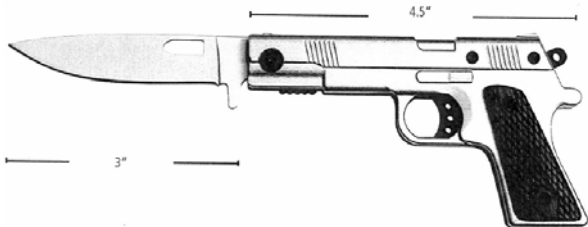
12 2. Master Cutlery, Inc. is a New Jersey corporation with its principal
13 place of business located in Secaucus, New Jersey.

14 3. Pacific Solution Marketing, Inc. is a California corporation with its
15 principal place of business in Ontario, California.

16 4. Master Cutlery has asserted claims against Pacific Solution accusing
17 Pacific Solution of copyright infringement pursuant to 17 U.S.C. § 101 *et seq.*;
18 federal trademark infringement pursuant to 15 U.S.C. § 1114; trademark dilution
19 pursuant to 15 U.S.C. § 1125(c); false designation of origin or sponsorship, false
20 advertising, and trade dress infringement pursuant to 15 U.S.C. § 1125(a);
21 common law trademark and copyright infringement; unfair competition; theft
22 pursuant to Ind. Code. § 35-43-4-2(a); and counterfeiting pursuant to Ind. Code. §
23 35-43-5-2(a); as shown in its First Amended Complaint filed on November 7,
24 2013. *See* Dkt. No. 38.

25 5. Pacific Solution agrees that the following United States Copyright
26 Registrations (“Master Cutlery’s Copyrights”) are owned by Master Cutlery, Inc.
27 and are valid and enforceable:
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<u>Reg. No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Copyrighted Design</u>
VA 1-839-478	The Reaper	8.21.12	
VA 1-818-424	Dragon with flame	5.16.12	
VA 1-376-073	Iron Reaver Claw	8.16.06	
VA 1-818-446	Pistol Handgun	5.18.12	

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6. Pacific Solution has infringed Master Cutlery's Copyright by offering for sale or selling the following items:

KS0708	
KS0705	
KZ012	
KS8251	

7. Pacific Solution agrees it will not market, advertise, distribute, promote or sell any product with any design that is identical or substantially similar to the designs protected by Master Cutlery's Copyrights.

8. Pacific Solution agrees that the following United States Trademark Registrations ("Master Cutlery's Trademarks") are owned by Master Cutlery, Inc. and are valid and enforceable:

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
4,097,292	SHERIFF	Feb. 7, 2012
4,097,291	EMT	Feb. 8, 2012

9. Pacific Solution has offered for sale and sold products using the marks SHERIFF and EMT.

10. Pacific Solution agrees it will not market, advertise, distribute, promote or sell any product with any mark that is identical or substantially identical to Master Cutlery's Trademarks.

11. Pacific Solution agrees that Master Cutlery offers for sale a line of products licensed from AMC in connection with "The Walking Dead" television series ("Walking Dead Products"), as identified in Exhibit D to the Amended Complaint filed on November 7, 2013.

12. Pacific Solution agrees it will not market, advertise, distribute, promote or sell any product which is identical or substantially similar to Master Cutlery's Walking Dead Products.

13. Pacific Solution agreed to make, and made, a monetary payment of \$60,000 to Master Cutlery by April 10, 2015.

14. Pacific Solution agrees to, and shall, make a monetary payment of an additional \$20,000 to Master Cutlery within 60 days of entry of this Final Consent Judgment and Permanent Injunction. Peter Lee, President of Pacific

1 Solution, agrees to a personal guarantee of this payment, and in the event that
2 Pacific Solution does not make this payment, Peter Lee is immediately
3 responsible in his personal capacity for this payment.

4 15. Pacific Solution agrees to, and shall, make a monetary payment of an
5 additional \$40,000 to Master Cutlery within 180 days of entry of this Final
6 Consent Judgment and Permanent Injunction. Peter Lee, President of Pacific
7 Solution, agrees to a personal guarantee of this payment, and in the event that
8 Pacific Solution does not make this payment, Peter Lee is immediately
9 responsible in his personal capacity for this payment.

10 16. Pacific Solution agrees, and shall, provide customer information for
11 each of the products it has offered for sale and sold which infringes Master
12 Cutlery's Copyrights and Master Cutlery's Trademarks.

13 17. Therefore, Pacific Solution and its respective parents, subsidiaries,
14 affiliates, officers, agents, servants, employees, attorneys, and those persons in
15 active concert or participation who receive actual notice of this injunction by
16 personal service or otherwise ("Enjoined Parties"), consent and agree and are
17 permanently enjoined as follows:

- 18 a. The Enjoined Parties shall not market, advertise, distribute,
19 promote or sell any product that is identical or substantially
20 similar to any of Master Cutlery's Copyrights.
- 21 b. The Enjoined Parties shall not market, advertise, distribute,
22 promote or sell any product with any mark that is identical or
23 substantially identical to Master Cutlery's Trademarks.
- 24 c. The Enjoined Parties shall not market, advertise, distribute,
25 promote or sell any product that is identical or substantially
26 similar to any of the Walking Dead Products.

27 18. This Court shall retain jurisdiction of this matter for all purposes,
28 including for the purpose of enforcing the terms and provisions of this Final

1 Consent Judgment and Permanent Injunction.

2 19. The parties agree to submit to the personal jurisdiction of this Court
3 in connection with this matter for all purposes, including for the purpose of
4 enforcing the terms and provisions of this Final Consent Judgment and Permanent
5 Injunction and the written settlement agreement identified in paragraph 21 below.

6 20. Each party shall bear its own costs and attorneys' fees.

7 21. The parties have agreed and will into a separate written settlement
8 agreement consistent with the terms of this Final Consent Judgment and
9 Permanent Injunction and consistent with the terms as set forth on the record by
10 the parties and their counsel in front of Hon. Paul L. Abrams on March 26, 2015.

11 22. This is a final judgment. Any remaining claims set forth in the
12 Amended Complaint, other than the copyright infringement claims covering
13 Master Cutlery's Copyrights, for which judgment is hereby entered against
14 Pacific Solution and in favor of Master Cutlery, are hereby dismissed with
15 prejudice.

16 23. Pacific Solution waives all right to appeal, and agrees not to appeal
17 this final judgment.

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**

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20 Date: May 14, 2015



21
22 Hon. John A. Kronstadt
United States District Judge

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